

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

TEAMSTERS LOCAL UNION 988, Plaintiff, §
v. § CIVIL ACTION NO.: _____
CLEAN HARBORS DEER PARK, LLC, Defendant. §

**TEAMSTERS LOCAL UNION 988'S ORIGINAL COMPLAINT TO ENFORCE
FINAL AND BINDING GRIEVANCE OPINION AND AWARD**

TO THE HONORABLE JUDGE OF THIS COURT:

TEAMSTERS LOCAL UNION 988 (“Plaintiff”) seeks enforcement of a final and binding Arbitration Award against CLEAN HARBORS DEER PARK, LLC (“Defendant”) reached under the Collective Bargaining Agreement between the Parties to this suit. The final and binding Arbitration Award was issued pursuant to Article 14 Grievance Procedure of the Collective Bargaining Agreement. More specifically, this suit is brought to enforce a final and binding Arbitration Award issued under Section 14.6 of the Grievance Procedure. Defendant has failed and refuses to comply with or implement the final and binding Arbitration Award. Defendant is, therefore, in material breach of the Collective Bargaining Agreement between the Parties to this suit.

I.

Parties

1. Plaintiff, Teamsters Local Union 988 is a Labor Organization within the meaning of the Labor Management Relations Act, as amended (29 U.S.C. §§ 141, et seq.) (the “Act”). Teamsters Local Union 988 exists, in whole or in part, for the purpose of

representing employees in connection with wages, hours and other terms and conditions of employment in negotiations with their employers within Harris County, Texas. One of these employers is Clean Harbors Deer Park, LLC.

2. Defendant, Clean Harbors Deer Park, LLC, is a Delaware Limited Liability Company with its principal place of business and principal office located at 2027 Independence Parkway South, Deer Park, Texas 77571. Clean Harbors Deer Park, LLC may be served by service on and through its Registered Agent, CT Corporation System, 1999 Bryan St., Suite 900, Dallas, Texas 75201. Clean Harbors Deer Park, LLC operates within Harris County, Texas and utilizes labor procured through International Teamsters Local Union 988.

II.

Jurisdiction and Venue

3. This Court has jurisdiction over this dispute and venue is proper in the Southern District of Texas, Houston Division, pursuant to 29 U.S.C. § 185 (Section 301 of the Labor Management Relations Act (the “Act”). Specifically, the Parties to this suit are parties to a Collective Bargaining Agreement concerning an industry affecting commerce within the meaning of the Act and, more specifically, Chapter 7 of the Act. This suit arises from a violation of that Collective Bargaining Agreement (the “CBA”) by Defendant as determined in and by the final and binding Award reached in accordance with Article 14 of the CBA.

4. Plaintiff maintains its principal office within the Southern District of Texas. Specifically, Plaintiff’s principal office is located at 4303 N. Sam Houston Pkwy E., Houston, Harris County, Texas, 77032. Moreover, Plaintiff’s duly authorized officers or

agents are engaged in representing or acting for Defendant's employees within the Southern District of Texas, Houston Division.

5. Defendant's principal office is located at 2027 Independence Parkway South, Deer Park, Texas 77571.

III.

Background and Nature of the Case

6. Plaintiff and Defendant are currently parties to a CBA. Plaintiff and Defendant were parties to a prior CBA effective from October 28, 2016, through October 27, 2021.¹ The events giving rise to the dispute resulting in the final and binding Arbitration Award materially breached by Defendant as alleged in this matter, occurred in August 2021. A true and correct copy of the CBA is attached as Exhibit A and incorporated by reference for all purposes as if expressly stated here.

7. Plaintiff and Defendant agreed no issues of arbitrability existed. Plaintiff and Defendant agreed the Arbitrator had jurisdiction and the authority to issue a final and binding Award and to fashion an appropriate remedy. Both Plaintiff and Defendant had a full opportunity to call, examine, and cross-examine witnesses under oath, to offer exhibits, to object, and to urge their positions. Plaintiff and the Grievant requested the Grievant be reinstated and that Grievant be made whole. The final and binding Arbitration Award was issued on August 28, 2023. Grievant was awarded:

76. Based on an evaluation of the evidence, including the CBA and the witnesses' credibility and accuracy, the Grievance is upheld.

77. [Defendant] is to reinstate Grievant and make him whole, e.g. pay him for loss of pay from the date of his dismissal through the date of his reinstatement, subject to Grievant's duty to mitigate his damages, including

¹ The formal title of the CBA was AGREEMENT Between CLEAN HARBORS DEER PARK, TEXAS And TEAMSTERS LOCAL UNION NO. 988 *Affiliated with the International Brotherhood of Teamsters.*

the deduction of any interim earnings; appropriate contributions to benefit plans, vacation, and sick accruals, and raises; remove the discipline from his personnel file; and not use the incident as the basis for future progressive discipline or as an impairment to promotion.

A true and correct copy of the Opinion and Award is attached as Exhibit B and is incorporated by reference for all purposes.

8. Plaintiff made demand for performance of the final and binding Arbitration Award and Defendant has refused and failed to perform. All conditions precedent have occurred, been performed, or been waived or excused.

9. Despite the clear direction stated in the final and binding Arbitration Award, Defendant has ignored and continues to ignore both the decision reached, the direction stated, and its obligations under the final and binding Arbitration Award. Defendant refuses, and continues to refuse, to comply and abide. This constitutes a material breach of the CBA.

IV.

Claim

Material Breach of the Collective Bargaining Agreement

10. Plaintiff repeats and reallege the allegations and statements made in paragraphs **1-8** as if fully set forth and incorporated here.

11. Defendant's refusal and its continued refusal to comply constitute a material breach of the CBA. This is actionable under 29 U.S.C. § 185 (Section 301 of the Act).

12. An Arbitration Award adverse to Defendant was reached under Article 14 Grievance Procedure of the CBA. This adverse Arbitration Award is final and binding. Defendant's continued failure and refusal to comply with the final and binding Arbitration

Award is a material breach of the CBA. There is no justification or excuse for Defendant's material breach. Defendant's violation of Section 301 is in bad faith, vexatious, wanton, and for oppressive reasons.

V.

Prayer for Relief

WHEREFORE PREMISES CONSIDERED, Plaintiff Teamsters Local Union 988 respectfully requests that upon final trial or hearing of this matter, the Court enter judgment:

1. ordering and directing Defendant to fully comply with the final and binding Arbitration Award including the reinstatement of Grievant and making Grievant whole, e.g. pay him for loss of pay from the date of his dismissal through the date of his reinstatement, subject to Grievant's duty to mitigate his damages, including the deduction of any interim earnings; appropriate contributions to benefit plans, vacation, and sick accruals, and raises; remove the discipline from his personnel file; and not use the incident as the basis for future progressive discipline or as an impairment to promotion;
2. awarding Plaintiff Teamsters Local Union 988 judgment for the reasonable and necessary attorney fees incurred by it in this matter;
3. awarding Plaintiff Teamsters Local Union 988 court costs incurred by it in this matter;
4. awarding Grievant and/or Plaintiff Teamsters Local Union 988 pre-judgment and post-judgment interest at the maximum lawful rates on any monetary award made in this matter; and
5. all other and further relief to which Plaintiff Teamsters Local Union 988 may be justly entitled at law or in equity.

Respectfully submitted,

BERG PLUMMER JOHNSON & RAVAL, LLP

By: /s/ Bruce Johnson

Bruce Johnson
Southern Dist. ID # 20160
State Bar of Texas No.: 00794029
3700 Buffalo Speedway, Suite 1150
Houston, Texas 77098
(713)526-0200
(832)615-2665 Facsimile
bjohnson@bergplummer.com

**ATTORNEY-IN-CHARGE FOR
TEAMSTERS LOCAL UNION 988**

LAW OFFICE OF ERIC NELSON

By: /s/ Eric H. Nelson

Eric H. Nelson
State Bar of Texas No. 14891000
Southern Dist. ID # 437
3801 Kirby Suite 411
Houston, Texas 77098
713-526-1998
713-524-4421 Facsimile
ehnelson@swwell.net

**OF COUNSEL FOR TEAMSTERS
LOCAL UNION 988**